



International Union of Operating Engineers/Local 370

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Affiliated with
AFL-CIO

Jurisdiction
Eastern Washington
And
State of Idaho

CURT KOEGEN
Business Manager

LETTER OF UNDERSTANDING

K# 8970



COVERING

COMMERCIAL, INDUSTRIAL & RESIDENTIAL CONSTRUCTION BETWEEN INLAND NORTHWEST ASSOCIATED GENERAL CONTRACTORS AND INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 370

AUGUST 1, 2007 TO MAY 31, 2010

SECTION 1. This understanding entered into the 1st day of June, 2007, shall apply to all commercial, industrial and residential projects including grading, drainage, bridge, concrete operations, crushing and paving.

SECTION 2. The understanding shall cover the jurisdictional area described as in Article 4, Territory, of the Master Labor Agreement and that falls within a 15 mile radius of Kennewick, Richland, Pasco, Lewiston, Walla Walla, Pullman, Moscow and Moses Lake. Spokane is defined by area map. (Maps defining areas are attached.)

SECTION 3. The work performed on the project shall be for all construction within the recognized jurisdiction of the Union.

SECTION 4. The individual portions of the work allowed to be bid separately is as follows:

1)	Paving	\$ 500,000
2)	Crushing < See note ~.....	\$ 500,000
3)	Grading & Clearing	\$ 500,000
4)	Bridges & Related Work	\$ 500,000
5)	Utilities	Unlimited
6)	Buildings	\$ 2,000,000
	(Excluding Mechanical & Electrical)	

Combination bids shall not exceed the individual limits agreed to above for each portion of the bid.

NOTE RE: CRUSHING

On crushing operation for public works projects when prevailing rates are applicable, it is understood that the Master Labor Agreement and the prevailed rates are applicable to the production process once it is started through to completion of the crushing. All work related to moving in, setting up and moving out is intended to come under the provisions of this understanding. On non-prevailed work, crushing projects: Zone 1 rates will apply.

ADOPTION OF MASTER LABOR AGREEMENT

The parties agree to be bound by, to adopt and incorporate by reference as a part of this understanding all of the terms and conditions (including all monetary contribution requirements) of the labor agreement.

SHIFTS - HOURS OF WORK - OVERTIME

SECTION 1. Work may commence or finish at any time to comply with the owner's requirements. The employee's time shall start the job site and end at quitting time on the job site, excluding lunch period.

SECTION 2. There will be no shift differential on two-shift operations. Other shifts shall be as outlined in the Master Agreement. Pay will be for actual time worked.

REPORTING PAY - MINIMUM PAY

Employees who cannot work a full shift because of conditions beyond the control of the Employer shall be paid for actual time worked.

WORK RULE CHANGE - SPECIAL CREW MANNING RULES

SECTION 1. The Foreman requirements of the Master Agreement do not apply. The contractor may designate any person of any craft to act as a non-working Foreman when needed.

SECTION 2. There will be no Oiler unless deemed necessary by the Employer.

NOTIFICATION

The Employer shall notify the union when a job is to be performed under this Agreement. Prior to starting work, a pre-job conference and/or markup shall be held between the contractor and the union when requested.

COMPLIANCE AGREEMENT

An Employer to be eligible to utilize the terms of this understanding must be party to the master labor agreement.

WORK CLASSIFICATIONS

SECTION 1. The classification of employment shall be as set forth in the wage schedules of the master agreement and shall be computed at ~~eighty five percent (85%) for Building Construction and~~ ninety percent (90%) for Heavy-Highway Construction of the classification.

SECTION 2. Wage rates for Apprentices shall be computed on 80% of the Journeyman scale as established in this understanding; however, the minimum apprentice rate shall be \$9.00 per hour.

EFFECTIVE DATE & DURATION

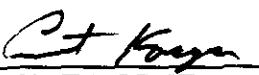
It is mutually agreed and understood by the parties signatory hereto, that this understanding shall be in full force and effect as of June 1, 2007, termination shall coincide with the master labor agreement.

SPECIAL CONDITIONS

In order to preserve work for the union members and make the Employer more competitive on all projects, the Union and the Employer may mutually agree to put this understanding into effect on projects higher than the coverage allowed in Section 4. In addition, both parties may mutually put in to effect special wages and conditions for specific areas or projects for a specific period of time.

I.U.O.E. LOCAL NO. 370

INLAND NORTHWEST A.G.C.


CURT KOEGEN
Chairman,
Negotiating Committee

6/4/07
Date


Gary Hite
Chairman,
Negotiating Committee

6/7/07
Date

INLAND NORTHWEST AGC
(a chapter of the Associated General Contractors of America, Inc.)
&
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #370
JUNE 1, 2007 TO MAY 31, 2010

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**INLAND NORTHWEST AGC
(a chapter of the Associated General Contractors of America, Inc.)
&
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #370**

6-1-07 TO 5-31-10

PREAMBLE

- P.1 This Agreement is a successive principle agreement to the EASTERN WASHINGTON & NORTHERN IDAHO INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #370 2004-2007 industry agreement, and all other prior agreements thereto by and between the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #370, and the INLAND NORTHWEST AGC (a chapter of the Associated General Contractors of America, Inc.)
- P.2 For purposes of this Agreement, the AGC is acting as a multi-employer bargaining agent for and on behalf of the Employers who have requested the AGC to act as their bargaining agent.
- P.3 This is a collective bargaining Agreement between members of the INLAND NORTHWEST AGC, INC. (referred to as the "Employer"), and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #370 acting for and on behalf of all of their Local Unions, (hereinafter referred to as the "Union"), shall constitute an Agreement between the parties hereto for the work, conditions and wage rates provided for herein in the territory Eastern Washington-Northern Idaho.

**ARTICLE I
PURPOSE OF AGREEMENT**

- 1.1 The purpose of this Agreement is to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to stabilize wages and working conditions in BUILDING, HEAVY & HIGHWAY CONSTRUCTION work in the area affected.
- 1.2 Bylaws of either party are not part of this Agreement. It is agreed and understood between the parties hereto that this Agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto.
- 1.3 The Associated General Contractors acting on behalf of those member firms who have authorized it to bargain on their behalf hereby recognize the Union as the sole and exclusive bargaining agent for all International Union of Operating Engineers, Local #370 performing work for such Employers within the territorial jurisdiction of this Agreement.
- 1.4 The Union recognizes the Associated General Contractors as the exclusive bargaining agent for each Employer who has authorized the Associated General Contractors to negotiate with the Union on its behalf.

ARTICLE 2 WORK AFFECTED

- 2.1 The persons, firms, associations, corporations, joint ventures, or other business entities party to or bound by the terms of this Agreement as "Employer" or "Employers".
- 2.2 This Agreement applies to and covers all Operating Engineers' work to be done at the site of the construction on all building, heavy and highway projects as defined in Article 5, or other work interpreted and applied in accordance with the National Labor Relations Act, as amended.
- 2.3 The term "Operating Engineers' work" refers to persons performing certain job functions. It also refers to craft classifications. It does not refer to union membership or affiliation.

ARTICLE 3 MANAGEMENT'S RIGHTS

- 3.1 The Employers retain full and exclusive authority for the management of their operations. The Employers shall direct their working forces at their sole prerogative, which includes but is not limited to hiring, promotion, transfer, layoff or discharge for just cause. No rules, customs, or practices, shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Employers shall utilize the most efficient methods or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design. The Employers shall schedule work, shall determine when overtime will be worked, and the number of employees to be utilized.
- 3.2 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employers, therefore, retain all legal rights not specifically covered by this Agreement.

ARTICLE 4 TERRITORY COVERED

- 4.1 This Agreement shall cover all INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #370 work in the following counties East of the 120th Meridian: Adams, Asotin, Benton, Chelan, Columbia, Douglas, Ferry, Franklin, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman and Yakima in the State of Washington; and Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, Shoshone, and that part of Idaho County North of Parallel 46 in the State of Idaho.

ARTICLE 5 WORK COVERED

- 5.1 **Building:** Building construction shall be defined to include, but not limited to, building structures, including modifications thereof, or additions or repairs thereto, intended for use for shelter, protection, comfort or convenience. Building construction shall include the demolition of buildings and excavation of foundations for building construction.

- 5.2 **Highway:** Highway construction shall be defined to include, but not limited to, constructing roads, streets, alleys, including crushing and paving (Portland Cement and Asphaltic Concrete), sidewalks, guard rails, fences, parkways, parking areas, airports, bridle paths, athletic fields, highway bridges, grade separations involving highways, and construction of sewage and waterworks improvements incidental to street and highway improvements.
- 5.3 **Heavy:** Heavy construction shall be defined to include, but not limited to, constructing railroad projects, railroad bridges, heavy construction sewers and water mains, grade separations involving a railroad, foundations, pile driving, piers, abutments, retaining walls, viaducts, tunnels, subways, track elevated highways, drainage projects, sanitation projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoirs, water supply projects, water power development, generators, atomic energy development, missile sites and launching facilities and all work pertaining thereto, hydroelectric development, transmission lines, pipelines, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, docks, harbors, industrial sites, (including paving operations), excavation and disposal by contract of overburden and the loading by contract of all materials from which the overburden has been removed, including the operation and maintenance and repair of all land and floating plant, equipment, vehicles, and other facilities used in connection with and serving the aforementioned work and services.
- 5.4 **Asbestos/Toxic Waste Work:** This Agreement shall also cover all work in connection with the handling, control, removal, abatement, encapsulation or disposal of asbestos, toxic waste, mold and/or lead abatement.

ARTICLE 6 UNION SECURITY

- 6.1 Pursuant to and in conformance with Section (a) 3 and 8 (b) 5 of the Labor Management Relations Act as amended, it is agreed that all employees coming under the terms of this Agreement shall be required to join the Union within eight (8) days following the date of employment or within eight (8) days following the date of signing this Agreement, whichever is later, and as a condition of continued employment must maintain membership in good standing for the life of this Agreement and any renewal thereof. Good standing shall be defined as the payment of normal initiation fees and dues, as prescribed by law.
- 6.2 Employers performing work covered by this agreement shall, in filling vacancies, utilize and be bound by the registration facilities and referral systems established by the Unions signatory hereto when such procedures are not in violation of State or Federal law.
- 6.3 In the event the Union requests an Employer to dismiss an employee for failure to comply with the provisions of this Article, such request shall be in writing. Copies of such a request shall be forwarded to the office of the Company.
- 6.4 In the event the National Labor Relations Act, as amended should be further amended or repealed, then the contracting parties will immediately meet and negotiate a clause in

conformity with such changes in order to comply with the spirit of the law in Sections 1 and 2.

- 6.5 No employee shall be discharged or discriminated against for union activity or representation of the Union.

ARTICLE 7 STRIKES & PICKET LINES

- 7.1 It is mutually agreed that there shall be no strikes, lockouts or other slow down or cessation of work by either party on account of any labor difference pending the utilization of the grievance machinery, as set forth in Article 15.
- 7.2 Employees will not be discharged, disciplined or permanently replaced for any protected activity related to the recognition of a primary picket line approved by the Union party to this Agreement.
- 7.3 As required by law, employees shall be furnished to the Employer during labor disputes with other construction crafts and the Employer will endeavor to work as long as economically possible during these periods.

ARTICLE 8 SCOPE OF AGREEMENT

- 8.1 This Agreement applies to Operating Engineers' work to be done at the site of the construction, alteration, painting or repair of a building, maintenance, or other work that may come under this Agreement as defined in Article 5, as interpreted and applied in accordance with the National Labor Relations Act, as amended.
- 8.2 The term "Operating Engineers'" work refers to persons performing certain job functions. It also refers to craft classifications. It does not refer to union membership or affiliation.

ARTICLE 9 SUBCONTRACTING

- 9.1 The Employer agrees it will not subcontract or otherwise transfer in whole or in part any work covered by this Agreement to be done at the site of the construction, alteration, painting or repair of a building, structure, or other work unless the person, firm, corporation or other business entity is signatory to this Agreement. The Employer agrees that an Operating Engineer will be employed by the Employer or any contractor or subcontractor at the job site if there is work to be done coming under the jurisdiction of the Union agreement. The Union agrees that it will not take economic action to enforce this Article. In the event of any change in the present law, this clause will be renegotiated.
- 9.2 Whenever the Employer is obligated to satisfy MBE-WBE recruiting requirements the Union and the Employer by mutual agreement may waive this provision prior to

commencement of the work in the event an employer and union are unable to find qualified competitive union minority subcontractors.

- 9.3 When potential union subcontractors are not available in the locality of the job site to perform the work or where the general contractor receives no competitive union bids, by mutual agreement, the Employer and the Union may waive this provision.
- 9.4 The Employer agrees to retain and exercise the right of control over owner-operators and operators of fleet owned equipment where such persons are performing work coming under this Agreement on behalf of the Employer. Such persons are acknowledged to be and in all respects will be treated as employees of the Employer. Such persons are entitled to all of the benefits and subject to all of the obligations of this Agreement, the hiring hall only being excluded.
- 9.5 When equipment hired, rented or leased is used on any job, the employee operating the equipment *shall be an employee on the payroll of the Employer* and come under all legally enforceable terms and conditions of this Agreement, including Schedule "A" if not otherwise covered by this Agreement. The Employer will notify the Union within twenty-four (24) hours when they hire owner-operators.

ARTICLE 10 HOURS OF WORK - SHIFTS - OVERTIME

10.1 SINGLE SHIFT OPERATION:

- (A) Eight (8) hours shall constitute a day's work, five (5) days shall constitute a week's work, Monday morning through Friday.
- (B) A single shift operation shall be restricted to the hours between 6:00 a.m. and 6:00 p.m., and eight (8) hours of continuous employment (except for lunch period) shall constitute a day's work Monday through Friday of each week. In the event the job is down due to weather conditions, Monday through Friday, then Saturday may, at the option of the Employer, be worked as a voluntary make-up day at the straight time rate. Saturday shall not be used as a make-up day when a holiday falls on Friday.
- (C) Four consecutive ten (10) hour shifts at the straight time rate may be established Monday through Thursday. In the event the job is down due to weather conditions or holiday, then Friday may, at the option of the Employer, be worked as a voluntary make-up day. On ten (10) hour shift schedules all hours worked in excess of ten (10) hours a day must be compensated at the overtime rate. The Employer may change from a five-eight schedule to a four-ten or vice versa, but must make the change at the beginning of the work week and maintain such shift for at least one week. At no time will a crew work a combination of eight (8) and ten (10) hour days in the same calendar week.
- (D) No employee shall be discharged, laid off, disciplined, replaced or transferred for refusing to work a make-up day. Make-up days may only be worked if all of the basic crafts on the project are working at the straight time rate.

- (E) In the event of a civil emergency such as, but not limited to, earthquakes, floods, or fires, starting time of the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at straight time. In order to work such shift, mutual agreement shall be received.
- (F) When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift, then a special shift may be worked at the straight time rate. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours' work for eight (8) hours' pay. The Employer must give the Union notification prior to the start of a special shift.

10.2 **MULTIPLE SHIFT OPERATION:** Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows

- (A) **TWO SHIFT OPERATION:** On a two consecutive shift operation, no shift penalty is involved for work performed on either of these two shifts. Each shift must be scheduled for at least eight (8) hours except as provided for in Section 1 of this Article. On a two-shift operation, the second shift shall be established for a minimum of three (3) days.

Once the starting times are established for the two-shift operation, they shall not be changed except upon three (3) working days' written notice to the Union.

- (B) **THREE SHIFT OPERATION:** On a three-shift operation, the following shall apply:

FIRST SHIFT: The regular hours of work on the first shift of three shift operations shall be eight (8) hours of continuous employment, except for lunch period at mid-shift, between the hours of 6:00 a.m. and 6:00 p.m.

SECOND SHIFT: The second shift shall be seven and one-half (7 ½) hours of continuous employment, except for lunch period at mid-shift, and shall be paid for at eight (8) hours at the straight time rate.

THIRD SHIFT: The third shift shall consist of seven (7) consecutive hours of employment, except for lunch period at mid-shift, and shall be paid for at eight (8) hours at the straight time rate.

- (C) **MULTIPLE SHIFT (a two or three shift) OPERATION:** will not be required on the entire project if at any time it is deemed advisable and necessary for the Employer to multiple shift a specific operation. Those groups of employees only who relieve first shift groups of employees and such first shift groups of employees who are relieved by groups of employees on a second shift, and on a three-shift operation those groups of employees who relieve the groups of employees on a second shift, shall be construed as working multiple shifts. The intent of this clause shall be construed so as to recognize that a "reliever group" and a "relief group" does not necessarily mean "man for man" relief.

- (D) It is understood and agreed that when the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate.

10.3 GENERAL PROVISIONS:

- (A) **CALL OUT:** When an employee has completed his scheduled shift and is "specifically called out by the Employer" to perform special work of a casual, incidental or irregular nature, he shall receive premium pay in accordance with the proper overtime rates with a guarantee of two (2) hours'.
- (B) **PAVING OPERATIONS:** To take full advantage of weather conditions, starting time of operations for the paving of asphalt paving, road oiling and concrete paving will be at the option of the Employer. However, standby time will be considered as part of the regular operation and will be paid for at the regular rate.
- (C) **MAINTENANCE (EXCLUDING EQUIPMENT REPAIR), WATCHMEN, FLAGMEN:** When no other work is in progress and it is necessary to keep maintenance men, watchmen or flagmen on duty on Saturdays and Sundays, they will be paid at straight time rates, but allowed two (2) regular consecutive days off each week. If these men work more than five (5) consecutive days in any one week, the sixth (6th) day shall be paid for at time and one-half (1½) the basic rate and the seventh (7th) day shall be paid for at double (2) the basic rate.

- 10.4 **OVERTIME:** Work performed in excess of eight (8) hours per day Monday through Friday or ten (10) hours per day, Monday through Thursday, when four ten (10) hour shifts are established, or outside the established shift, and all work on Saturdays, or Fridays when four ten (10) hour shifts are established, except for a makeup day, shall be paid at time and one-half (1½) the straight time rate. All work performed on Sunday and holidays shall be paid at double the straight time rate of pay. The Employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations.

ARTICLE 11 LUNCH and REST PERIODS

- 11.1 Lunch will be approximately mid-shift. (See Article 10 for shift definitions). Lunch will be no less than one-half (1/2) hour and no more than one (1) hour.
- 11.2 **FIRST HALF SHIFT - LUNCH PERIOD:** If an employee is not given at least 30 minutes to eat in the first half of the shift, 30 minutes at the overtime rate shall be added to the hours worked.
- 11.3 **SECOND HALF SHIFT - LUNCH BREAK:** All employees must be given time to eat after five (5) consecutive hours of work in the second half of the shift. If the employee does not get time to eat after five (5) consecutive hours in the second half of the shift, 30 minutes at the overtime rate shall be added to the employee's hours worked.

11.4 REST PERIODS:

- (A) The nature of the construction work covered by this Agreement allows intermittent rest periods. Employers shall provide such intermittent rest as work flow permits, equivalent to ten (10) minutes for each four hours worked. Scheduled rest periods are not required.
- (B) Such intermittent rest periods shall be taken on the work site.
- (C) It will be the responsibility of each employee to take such intermittent rest periods. If an employee does not take a rest period, then the employee must notify his supervisor and a rest period will be provided.

ARTICLE 12 HOLIDAYS

- 12.1 Holidays recognized under this Agreement shall be as follows: **NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND THE FRIDAY AND SATURDAY FOLLOWING, and CHRISTMAS DAY.** Should any of these holidays fall on a Saturday, the previous Friday shall be a holiday, and should any of these holidays fall on a Sunday, the following Monday shall be considered a legal holiday and observed as such. A holiday shall be the twenty-four (24) hour period commencing with the starting time of the first shift on the day of the holiday. No work shall be performed on Labor Day except to save life or property. Work on any of the holidays specified herein will be paid at double the regular straight time rate per hour. In reference to Independence Day, by mutual agreement, the day observed may be changed.

ARTICLE 13 PAY DAY

- 13.1 Employees shall be paid in full on company time on the job site, by mail or by direct deposit to the employee's account at a financial institution once a week; swing shift, graveyard shift and daylight second shift employees will be paid by the end of Thursday's shift, day shift employees will be paid by the end of Friday's shift, following the previous weekly payroll period unless otherwise mutually agreed upon between the Union and Employer. When an employee cannot be paid accordingly because of a holiday, he shall be paid the last workday of the job before the holiday.
- 13.2 When an employee voluntarily quits or is terminated for cause, he shall be paid at the next regular payday.
- 13.3 When employees are laid off, they shall be paid in full immediately or by check or direct deposit within forty-eight (48) hours.
- 13.4 If an employee is not paid in accordance with 13.1, 13.2 or 13.3 he shall receive two (2) hours pay for each 24-hour period, or portion thereof, thereafter until said check is mailed to an address of the employee's choice or directly deposited to the employee's account. The postmark on the envelope will determine if the check was mailed timely or the transaction date on the employee's financial institution account will serve as the cutoff

for any penalty. Saturdays, Sundays and recognized holidays are excluded from the 24-hour period for determining penalty. Employees must notify the Union within seventy-two (72) hours after the payday, layoff or discharge to be eligible for penalty pay.

- 13.5 Excluding weather and equipment breakdown, employees required to "standby" for more than forty-eight (48) hours have the option of standing by or signing the out-of-work list and having notified the company of the latter option is then eligible for payoff on the first payday after the layoff.
- 13.6 Payment shall be made by cash, or check upon which there is no charge for exchange or direct deposit. No adjustment of disputed pay will be made unless the employee or the Union shall make a claim in writing to the Employer's representative within fifteen (15) days from the pay period in question.
- 13.7 Payroll checks and stubs shall indicate company name, straight time hours, overtime hours, rate of pay, itemized legal deductions, to include dues check-off and credit union, plus allowances if applicable. In the event an employee receives an N. S. F. check, thereafter all payments shall be made by cash or certified check and he shall be considered not paid timely and shall receive eight (8) hours pay for every 24-hour period thereafter until he receives cash or certified check in full payment. Documented bank errors will be exempt from the initiation of the eight (8) hour penalty. Payroll stubs for those employees choosing direct payroll deposit shall be delivered in accordance with the procedures in Section 13.1.
- 13.8 The availability of direct payroll deposit is at the option of the employer. Each employee choosing it must sign an authorization before it can be started. No employee shall be discharged, laid off, disciplined, replaced, transferred or have any other adverse action taken against him/her for refusing to use the direct payroll deposit option.

ARTICLE 14

UNION REPRESENTATIVES & JOB STEWARDS

- 14.1 **UNION REPRESENTATIVES ON JOBS:** The Union representatives shall have access to all places where employees covered by this Agreement are employed, and transportation will be supplied where necessary.
- 14.2 **SHOP AND JOB STEWARD RULES:**
 - 1) Shop and Job Stewards shall be appointed by their respective unions. Upon appointment, the Union shall identify the Steward to the Employer or his representative in writing.
 - 2) Stewards shall be allowed access to all places where employees covered by this Agreement are employed.
 - 3) Job and Shop Stewards shall be allowed reasonable time for performance of their duties and shall be allowed to take care of union problems immediately.
 - 4) All accidents on the job that cause the employee's removal from the job shall be reported immediately by the Employer to the Union and the Job Stewards.

- 5) In the event an employee is injured or becomes ill on the job, the Employer's representative in conjunction with the Steward shall take care of his personal belongings and their disposition.
- 6) The Union appointed Steward or the Union's designated replacement, subject to the Union's request, shall be on the job when any work, including overtime, is required provided the employee is qualified to do the work available.
- 7) Stewards are not authorized to threaten, direct or cause a work stoppage or slowdown.
- 8) Before a Steward can be terminated, or transferred from a job or shift the Employer or his representative shall give the union 48 hours notice.
- 9) When forces must be reduced, the Steward shall be given preferential treatment and be retained over other journeymen providing the Steward can do the work involved; except the last Operating Engineer on the job may be the Forman.
- 10) There shall be one Steward allowed on each shift on each job per contractor unless the distance between the work areas is so great that one Steward cannot police the work; then two (2) Stewards shall be allowed.

ARTICLE 15

SETTLEMENT OF DISPUTES & GRIEVANCES

- 15.1 It is mutually agreed that there shall be no authorized strikes, lockouts, or other slowdowns or cessation of work by either party on account of any labor differences pending the utilization of the grievance machinery as set forth below, provided that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line.
- 15.2 Failure of an Employer to make wage, travel and/or zone pay differential, penalty pay, or other negotiated fringe payments as outlined in this Agreement, is a violation of this Agreement and not subject to the Grievance Procedure as outlined below. In the event of a violation and after forty-eight (48) hour notice to the Employer, the Union shall have the right to take economic action against such Employer to collect such monies owed.
- 15.3 In the event that a dispute or grievance over the interpretation of this Agreement other than jurisdictional or as otherwise called for in this Agreement occurs, no such grievance shall be recognized unless called to the attention of the Employer by the Union or to the attention of the Union by the Employer in writing or postmarked within fifteen (15) days after the alleged violation was committed. The following procedure shall be followed for settling grievances:
 - 15.4 **STEP 1:**
 - (A) The individual Employer and the local Union Representative shall attempt to settle the dispute on a local basis.

- (B) In the event that the dispute cannot be satisfactorily adjusted on a local basis within five (5) working days, the dispute shall be referred to the authorized representative of the Union and the authorized representative of the Inland Empire Chapter of the Associated General Contractors for immediate review and settlement if possible.
- 15.6 **STEP II:** If the dispute or grievance remains unsettled after the foregoing procedures, it shall immediately be reduced to writing and referred to the Union Negotiating Committee and the AGC Negotiating Committee for resolution.
- 15.7 **STEP III:** Should the Union Negotiating Committee fail to settle the matter within three (3) days after written notification of the dispute (Saturdays, Sundays and holidays excluded) said dispute shall then be referred to binding arbitration within forty-eight (48) hours. An impartial arbitrator shall be selected from a panel of names of persons submitted by the Federal Mediation and Conciliation Service. The Union and the Employer shall alternately remove names from this panel and the remaining name on the panel shall be the arbitrator. The decision of the arbitrator shall be within the scope and limited to the interpretation of this Agreement upon the points of issue as stipulated and shall be final and binding upon the parties. The arbitrator shall promptly render a decision, but not later than 30 days. Expense of employing said impartial arbitrator shall be paid equally by both parties.
- 15.8 It is further understood that the grievance machinery set forth above shall not be used for the purpose of arriving at an agreement to supersede this Agreement.

ARTICLE 16

JURISDICTIONAL DISPUTES

- 16.1 The parties agree that there will be no cessation or stoppage of work because of jurisdictional disputes pending settlement by the following outlined procedures.
- 16.2 The Employer who has the responsibility for the performance and installation shall make a specific assignment of the work as follows:
- 16.3
- (A) Where a decision of record applies to the disputed work or where an agreement of record between the disputing trades applies to the disputed work, the Employer shall assign the work in accordance with such agreement or decision of record. Decisions of record are applicable to all trades. Agreements of record are applicable only to the parties signatory to such agreements. Where no decision or agreement applies to the work, the Employer shall assign the disputed work in accordance with the prevailing practice in the locality. The locality for the purpose of determining the prevailing practice shall be defined ordinarily to mean the geographical jurisdiction of the local Building and Construction Trades Council in which the project is located.
- (B) If the disputed work cannot be satisfactorily settled between the local unions and the employer, the local unions shall promptly submit the dispute to the

International Unions who shall meet with the Employer to review the issues and settle the dispute.

- 16.4 When requested to do so, Employers covered by this Agreement agree to furnish within 48 hours to the District Councils and local Unions, statements of their past and present practices pertaining to work on which there is or may be a pending dispute. Such statements shall be written on the individual employer's letterhead.
- 16.5 It will be a violation of the Agreement by the Employer or by the Union if the Employer or the Union fails to abide by the decision reached under this procedure or by an arbiter or decision of record.
- 16.6 Craft jurisdiction is neither determined nor awarded by classification and/or scope of work appearing in this labor agreement.

ARTICLE 17

HEALTH, SAFETY AND ACCIDENT PREVENTION

- 17.1 The Employer shall comply with the Safety Standards for construction work in the State of Washington and the Idaho Minimum Safety Standards and Practices for Building and Construction Industry and Federal Safety Standards as required by law in the appropriate areas affected by this Agreement. All foremen and general foremen shall carry a current first aid card.
- 17.2 When physical examinations are required by a State or Federal agency, the Employer shall make arrangements for said appointments upon request by the employee and make payments for such examinations and pay for time spent getting the examination. This paragraph does not apply to ICC requirements.
- 17.3 **DRY SHACK:** The dry shack provisions shall be discussed and agreed to at the pre-job conference or prior to commencement of work where agreed, and the project warrants. The Employer shall at the start of the job furnish warm, dry, suitable change rooms of ample size equipped with heat for drying clothes and with benches and tables for use during lunch periods, and shall be situated close to the site of the work.
- 17.4 **SUBSTANCE ABUSE POLICY: <See Addendum>**
Labor and Management are committed to providing employees with a drug-free and alcohol-free work place. It is the goal to protect the health and safety of employees and to promote a productive work place, and protect the reputation of Labor and Management and the employees.

Consistent with these goals, the Employer prohibits the use, possession, distribution or sale, at its employment sites, of drugs, drug paraphernalia or alcohol. A program of testing, pursuant to the Substance Abuse Program, may be instituted, upon mutual consent of labor and management, such consents, shall not unreasonably be withheld, to monitor compliance with this policy.

ARTICLE 18
SHOW UP - STANDBY & CALL BACK

- 18.1 Employees who have not been given notice not to report to work at least two (2) hours prior to the normal starting time of their shift who report for work shall receive two (2) hours reporting pay and applicable fringes for jobs within Zone one, and four (4) hours reporting pay and applicable fringes for jobs within Zone 2. Employees who work in excess of these hours shall receive actual time worked at the applicable straight time and overtime rates plus all other applicable compensation except as provided in 18.2.
- 18.2 Employees prevented from starting or completing the shift due to inclement weather or conditions beyond the control of the Employer shall be paid actual time worked and applicable fringes with a minimum of two (2) hours wages and fringes. Within a twenty-five (25) mile radius of the city centers of Moses Lake, Spokane, Pasco and Lewiston and Pullman the minimum is one (1) hour wages and fringes.
- 18.3 In case of sustained inclement weather, the employer and the union shall set up a system of transmitting advice to a central point or points so that it will not cause a hardship on either the employee or the employer.
- 18.4 Employees prevented from completing the shift due to causes other than weather or equipment breakdown after the four (4) hour minimum, and in excess of four (4) hours, shall receive actual time worked at the applicable straight time and overtime rates plus all other applicable compensation.
- 18.5 If an employee leaves of his own volition, he shall be paid for actual time worked at applicable straight and overtime rates.

ARTICLE 19
EQUAL EMPLOYMENT OPPORTUNITY

- 19.1 The parties to this Agreement acknowledge and agree to comply with the requirements of Federal and State laws, Executive Orders and other rules and regulations governing civil rights to insure that there shall be no discrimination in employment against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.
- 19.2 The parties hereto recognize that the Employers compliance with project specifications is of paramount importance. It is mutually agreed, therefore, by the parties to this Agreement that provisions of this Agreement will be interpreted, applied and enforced in a manner that will serve, to assure compliance with project specifications as they relate to recruiting, training, and hiring.

ARTICLE 20
SAVINGS CLAUSE

- 20.1 If any provision of this Agreement or the application of such provisions shall, in any court or government action, be held invalid, the remaining provisions and the application shall not be affected. And provided further, that the parties shall immediately proceed to negotiate a valid provision and Article 15 shall not apply to this Article.

- 20.2 The Employer and the Union may enter into Addenda covering work performed on Indian lands and under the control of Tribal Councils. (Refer to Article 28)

ARTICLE 21 WARRANTY OF AUTHORITY

- 21.1 This agreement shall become effective when signed by the duly constituted representative of the Inland Northwest AGC (a chapter of the Associated General Contractors of America, Inc.) acting for and on behalf of the Employers who have individually requested the AGC to act as their individual and separate bargaining agent in individual employer units and who have also as an individual employer signed the agreement, and the duly constituted representatives of the union.
- 21.2 The persons signing this agreement for the Inland Northwest AGC (a chapter of the Associated General Contractors of America, Inc.), and the persons signing for the employer, warrant and guarantee their authority to act for the association and/or the employer.
- 21.3 The persons signing this agreement on behalf of the union warrant and guarantee their authority to act for and bind the Union.
- 21.4 Each party agrees to notify the other of any employer or local union who becomes signatory to this Agreement.
- 21.5 It is further agreed that the liability of the employer who accepts, adopts, or signs this Agreement or a facsimile thereof, shall be several and not joint, and the liability of the local unions who accept, adopt or sign this Agreement or a facsimile thereof, shall be several and not joint.

ARTICLE 22 PUBLIC WORKS PROJECTS

PUBLIC WORKS PROJECTS - DAVIS BACON ACT & RELATED STATUTES

- 22.1 In the event the Employer bids a public job or project being awarded by a Federal, state, county, city or other public entity which is to be performed at a pre-determined and/or prevailing wage rate established pursuant to the provisions of the Davis-Bacon Act (Public Law 74-403 (8/30/35) as amended 3/23/41 and 7/2/64 (40 USC 276A7 as amended) or established by the Industrial Commission of Washington pursuant to the provisions of Title 39 RCW (39.12) prevailing wages on public works Washington State, Prevailing Wage on Public Works and other applicable prevailing wage laws and regulations,, the published hourly wage set forth in said public work at the time of bid shall apply for the first twenty-four (24) months of the project from the date of the notice to proceed. The fringe benefit contribution rates for Health and Welfare, Pension and Apprenticeship only shall be those as established and maintained by the Master Agreements. In the event a Health and Welfare contribution rate increase exceeds forty (.40) cents per hour, any additional amount will be deducted from the employees' wage rate. Notwithstanding the above, project agreements may be mutually agreed upon to allow use of the pre-determined wage for the duration of a project to exceed twenty-four

(24) months. **The Pension and Apprenticeship increases will be effective on projects bid after June 1, 2007.**

- 22.2 Should the rates prevailed on a public works project be less than the negotiated rate, the contractor and the union shall mutually agree before reducing the rates below the limits a set forth herein.
- 22.3 In the event the specifications include an escalator provision covering wages, such amount will be included as an increase to wages to the extent that the Employer may recover in the escalator claim.
- 22.4 The Employer will, when requested in writing, supply accurate and reliable information on company stationery that will assist the Union in establishing the correct rates when responding to requests for prevailing wage data.

ARTICLE 23 OVERLAPPING JURISDICTION & EMERGENCY WORK ASSIGNMENT

23.1 OVERLAPPING JURISDICTION:

- (A) Original manning of a job will be by the Cement Finishers, Laborers, Operating Engineers, and Teamsters under which jurisdiction the work falls.
- (B) Overlapping jurisdiction will be allowed to guarantee the contractor eight (8) hours work for eight (8) hours pay. Overlapping jurisdiction can only be applied after the Cement Finishers, Laborers, Operating Engineers, and Teamsters have been notified by the Employer, and all parties have agreed thereto.
- (C) If additional manpower is needed; hiring will be done in accordance with craft jurisdiction.

23.2 EMERGENCY WORK ASSIGNMENT: The contractor shall be allowed to employ, without regard to craft jurisdiction or union affiliation, any of his employees competent to fill vacancies caused by injury, sickness, or other unavoidable absence of employees beyond the control of the contractor in order to carry the day's work to completion.

23.3 In such cases, wage rates shall be recognized as applying to the classification rather than to the employee, and any employee performing such work shall be paid at the rate for the classification of the work which he is required to do; provided that under such conditions, no employee shall be paid a lower rate than that of the classification under which he was working immediately prior to the temporary assignment herein referred to. In order that an employee shall not lose any benefit rights, contributions shall be made on his behalf into the trust funds of the craft of his affiliation during the period of such emergency work. This Section is not to be used to permit indiscriminate crossing of jurisdictional lines.

23.4 In the event of persistent abuses of these provisions, the Union shall have the right of redress under Step II, Article 15. In the event flagrant abuses continue following determination against a contractor as provided in Article 15, the privilege of this

memorandum shall be withdrawn from the offending contractor for the duration of this Agreement.

ARTICLE 24 CRAFT SCHEDULES

- 24.1 The classifications for employees, wage rates, effective dates, health and security, pensions, training and other benefits funds, and other considerations of employment, shall be as provided in the separate schedules attached hereto and made a part of this agreement.

ARTICLE 25 SPECIAL CONDITIONS

- 25.1 Both parties recognize that there may be extenuating circumstances when it is to the mutual interest of both parties to modify the terms of this Agreement. In that event, it will not be a violation of this Agreement for the parties to meet and mutually agree to make such modifications to meet a specific need on a specific project.
- 25.2 In order to maximize the effect of this provision, all crafts will be requested to act uniformly. The General Contractor shall encourage his subcontractors to comply with any modifications granted under this provision.

ARTICLE 26 EFFECTIVE DATE AND DURATION

- 26.1 It is mutually agreed and understood by the parties signatory hereto, that this Agreement shall be in full force and effect as of June 1, 2007, and shall remain in full force and effect without change until May 31, 2010, and from year to year thereafter unless either party hereto desires to modify, amend or terminate this Agreement after May 31, 2010, or any subsequent anniversary year. Upon its expiration, this Agreement shall continue from year to year, June 1 through May 31 of each year, by automatic renewal unless changed, superseded by a successor principal agreement, which shall apply or terminated.
- 26.2 The party desiring to modify, amend, or terminate this Agreement shall serve upon the other party written notice of such desire not later than sixty (60) days nor more than ninety (90) days prior to May 31, 2010, or later than sixty (60) days or more than ninety (90) days prior to May 31 of any subsequent anniversary year thereafter.
- 26.3 Notice as required in this Article shall be served in writing by Certified or Registered Mail, postage prepaid and deposited in the U. S. Post Office.
- 26.4 All employees covered by this Agreement shall be classified and paid in accordance with the classifications and wage rates as set forth in the craft schedules attached hereto, and hereby made a part of this Agreement, and no other classifications or wage rates shall be recognized unless this Agreement shall be modified as provided for in the Craft Schedules of this Agreement.

ARTICLE 27
HEALTH CARE LEGISLATION

- 27.1 In the event of the enactment of any State or Federal legislation which impacts the employer's health and security contributions, the parties signatory hereto will immediately meet to negotiate the distribution of these funds.

ARTICLE 28
TRIBAL EMPLOYMENT RIGHTS OFFICES (TERO)


(Pending Approval from Trustees)

- 28.1. When an Employee who is signatory to this Agreement is required by the terms of a project contract to comply with TERO hiring requirements the Employer shall notify the Union prior to starting any work on the project.
- 28.2 The Union shall be given the opportunity to fill any manpower needs with individuals who are qualified by and registered with the respective TERO prior to the hiring of any individual directly from the TERO.
- 28.3 The Employer shall be allowed to hire individuals directly from the TERO in the event the Union cannot meet the TERO qualified and registered manpower needs in a timely manner.
- 28.4 If the Employer is compelled to hire employees directly from the TERO, the Union will be provided the opportunity to recruit each employee so hired for Union membership. If any employee hired directly from the TERO declines Union membership, and completes a waiver of fringe contributions and benefits supplied by the Union, the Employer shall be exempt from making said fringe benefit contributions on behalf of the employee and shall pay the equivalent amount directly to the employee. This exemption shall apply only to those employees qualified by and registered with the TERO and will not apply to any work performed by the Employer outside the jurisdiction of the TERO project.

**LABOR AGREEMENT
BETWEEN
INLAND NORTHWEST AGC
(a chapter of the Associated General Contractors of America, Inc.)
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 370**

IN WITNESS WHEREOF, this Agreement Including Schedule A (wage scales) has been executed by the parties hereto as that date first above mentioned.

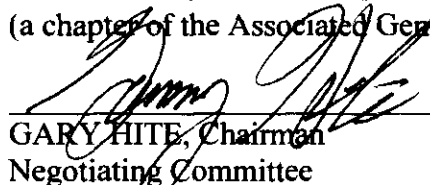
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL #370


Curt Koegen, Chairman
Negotiating Committee
Operating Engineers, Local #370

6/4/07
Date

IN WITNESS WHEREOF, this 1st DAY OF JUNE, 2007, the labor agreement between the Inland Northwest AGC and the International Union of Operating Engineers, Local #370 has been executed by the INLAND NORTHWEST AGC (a chapter of the Associated General Contractors of America, Inc.), on behalf of certain Individual member firms who have Individually ratified this Agreement and have further authorized the Chapter to execute the Agreement on their behalf.

INLAND NORTHWEST AGC
(a chapter of the Associated General Contractors of America, Inc.)


GARY HITE, Chairman
Negotiating Committee

Date

6/7/07

**SCHEDULE A
OPERATING ENGINEERS LOCAL #370
WAGE RATES
HEAVY - HIGHWAY**

~~A separate Schedule covering rates of pay for building construction shall be attached to this agreement.~~ For the Jurisdiction of Local 370, Zone rates will apply to all work outside a 45 mile radius from the main post office of Spokane, Pasco, Moses Lake and Lewiston or the main Post Office of the established residence of an employee living in Moses Lake.

ZONE CENTERS: SPOKANE, MOSES LAKE, PASCO, AND LEWISTON
ZONE 1 = 0 - 45 MILES
ZONE 2 = 45 MILES & OVER

HVY-HWY OE - GROUP "0":

	<u>6-1-06</u>	<u>6-1-07</u>	<u>6-1-08</u>	<u>6-1-09</u>
ZONE 1:	\$ 22.04	(\$.65*)	(\$.80*)	(\$.75*)
ZONE 2:	\$ 24.04	\$ 22.69	open	open

Boat Operator
 Crusher Feeder
 Helper, Mechanic or Welder, H.D.
 Plant Oiler
 Steam Cleaner

HVY-HWY OE - GROUP "1":

	<u>6-1-06</u>	<u>6-1-07</u>	<u>6-1-08</u>	<u>6-1-09</u>
ZONE 1:	\$ 22.59	(\$.65*)	(\$.80*)	(\$.75*)
ZONE 2:	\$ 24.59	\$ 23.24	open	open

Bit Grinders
 Bolt Threading Machine
 Compressors (under 2000 CFM, gas, diesel or electric power)
 Deck Hand
 Drillers Helper
 Fireman & Heater Tender
~~Grade Checker~~
 Hydro-seeder, Mulcher, Nozzleman
 Crane Oiler- Driver (CDL required) & Cable Tender, Mucking Machine
 Pumpman
 Rollers, all types on subgrade, including seal and chip coating (farm type, Case, John Deere and similar, or Compacting Vibrator), except when pulled by Dozer with operable blade
 Welding Machine

(* see classifications on page 24)

HVY-HWY OE - GROUP "2":

	<u>6-1-06</u>	<u>6-1-07</u>	<u>6-1-08</u>	<u>6-1-09</u>
		(\$.65*)	(\$.80*)	(\$.75*)
ZONE 1	\$ 22.91	\$ 23.56	open	open
ZONE 2:	\$ 24.91	\$ 25.56		

A-Frame Truck (single drum)
 Assistant Refrigeration Plant (under 1000 ton)
 Assistant Plant Operator, Fireman or Pugmixer (asphalt)
 Bagley or Stationary Scraper
 Belt Finishing Machine
 Blower Operator (cement)
 Cement Hog
 Compressor (2000 CFM or over, 2 or more, gas diesel or electric power)
 Concrete Saw (multiple cut)
 Distributor Leverman
 Ditch Witch or similar
 Elevator Hoisting Materials
 Dope Pots (power agitated)
 Fork Lift or Lumber Stacker, hydra-life & similar
 Gin Trucks (pipeline)
 Hoist, single drum
 Loaders (bucket elevators and conveyors)
 Longitudinal Float
 Mixer (portable - concrete)
 Pavement Breaker, Hydra-Hammer & similar
 Power Broom
 Railroad Ballast Regulation Operator (self-propelled)
 Railroad Power Tamper Operator (Self-propelled)
 Railroad Tamper Jack Operator (self-propelled)
 Spray Curing Machine (concrete)
 Spreader box (self-propelled)
 Straddle Buggy (Ross & similar on construction job only)
 Tractor (Farm type R/T with attachments, except Backhoe)
 Tugger Operator

HVY-HWY OE - GROUP "3":

	<u>6-1-06</u>	<u>6-1-07</u>	<u>6-1-08</u>	<u>6-1-09</u>
		(\$.65*)	(\$.80*)	(\$.75*)
ZONE 1:	\$ 23.52	\$ 24.17	open	open
ZONE 2:	\$ 25.52	\$ 26.17		

A-Frame Truck (2 or more drums)
 Assistant Refrigeration Plant & Chiller Operator (over 1000 ton)
 Backfillers (Cleveland & similar)
 Batch Plant & Wet Mix Operator, single unit (concrete)
 Belt-Crete Conveyors with power pack or similar
 Belt Loader (Kocal or similar)
 Bending Machine

Bob Cat (skid steer)
 Boring Machine (earth)
 Boring Machine (rock under 8" bit) (Quarry Master, Joy or similar)
 Bump Cutter (Wayne, Saginaw or similar)
 Canal Lining Machine (concrete)
 Chipper (without crane) Cleaning & Doping Machine (pipeline)
 Deck Engineer
 Dozer / Tractor (up to D-6 or equivalent) and Traxcavator
 Elevating Belt-Type Loader (Euclid, Barber Green & similar)
 Elevating Grader-Type Loader (Dumor, Adams or similar)
 Generator Plant Engineers (diesel or electric)
 Guniting Combination Mixer & Compressor
 Locomotive Engineer
 Mixermobile
 Mucking Machine
 Posthole Auger or Punch
 Pump (grout or jet)
 Soil Stabilizer (P & H or similar)
 Spreader Machine
 Traverse Finish Machine
 Turnhead Operator

HVY-HWY OE - GROUP "4":

	<u>6-1-06</u>	<u>6-1-07</u>	<u>6-1-08</u>	<u>6-1-09</u>
		(\$.65*)	(\$.80*)	(\$.75*)
ZONE 1:	\$ 23.68	\$ 24.33	open	open
ZONE 2:	\$ 25.68	\$ 26.33		

Concrete Pumps (squeeze-crete, flow-crete, Whitman & similar)
 Curb Extruder (asphalt or concrete)
 Drills (churn, core, calyx or diamond)
 Equipment Serviceman, Greaser & Oiler
 Hoist (2 or more drums or Tower Hoist)
 Loaders (overhead & front-end, under 4 yds.. R/T)
 Refrigeration Plant Engineer (under 1000 ton)
 Rotomill Groundsman
 Rubber-tired Skidders (R/T with or without attachments)
 Surface Heater & Planer Machine
 Trenching Machines (under 7 ft. depth capacity)
 Turnhead (with re-screening)
 Vacuum Drill (reverse circulation drill under 8" bit)

HVY-HWY OE - GROUP "5":

	<u>6-1-06</u>	<u>6-1-07</u>	<u>6-1-08</u>	<u>6-1-09</u>
		(\$.65*)	(\$.80*)	(\$.75*)
ZONE 1:	\$ 23.84	\$ 24.49	open	open
ZONE 2:	\$ 25.84	\$ 26.49		

Backhoe (45,000 gw & under)

Backhoe & Hoe Ram (Under ¾ yd.)

Carrydeck & Boom Truck (under 25 tons)

Cranes (25 tons & under), all attachments incl. Clamshell, Dragline

Derricks & Stifflegs (under 65 tons)

Drilling Equipment (8" bit & over) (Robbins, reverse circulation & similar)

Grade Checker

Hoe Ram

Piledriving Engineers

Paving (dual drum)

Railroad Track Liner Operator (self-propelled)

Refrigeration Plant Engineer (1000 tons & over)

Signalman (Whirleys, Highline, Hammerheads or similar)

HVY-HWY OE - GROUP "6":

	<u>6-1-06</u>	<u>6-1-07</u>	<u>6-1-08</u>	<u>6-1-09</u>
		(\$.65*)	(\$.80*)	(\$.75*)
ZONE 1:	\$ 24.12	\$ 24.77	open	open
ZONE 2:	\$ 26.12	\$ 26.77		

Asphalt Plant Operator

Automatic Subgrader (Ditches & Trimmers)

(Autograde, ABC, R.A. Hansen & similar on grade wire)

Backhoe (45,000 gw to 110,000 gw)

Backhoes & Hoe Ram (¾ yd. to 3 yd.)

Batch Plant (over 4 units)

Batch & Wet mix Operator (multiple units, 2 & incl. 4)

Blade Operator (motor patrol & attachments)

Boom Cats (side)

Cableway Controller (Dispatcher)

Compactor (self-propelled with blade)

Concrete Pump Boom Truck

Concrete Slip Form Paver

Cranes (25 tons to and including 45 tons), all attachments incl. Clamshell, Dragline

Conveyor Aggregate Delivery Systems (C.A.D.)

Crusher, Grizzle & Screening Plant Operator

Dozer, 834 R/T & similar

Dozer / Tractors (D-6 & equivalent & over)

Drill Doctor

~~H.D. Mechanic~~~~H.D. Welder~~

Lime Batch Tank Operator (Recycle Train)

Lime Brain Operator (Recycle Train)

Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.)
 Mobile Crusher Operator (Recycle Train)
 Multiple Dozer Units with single blade
 Paving Machine (asphalt and concrete)
 Quad-Track or similar equipment
 Rollerman (finishing asphalt pavement)
 Roto Mill (pavement grinder)
 Scrapers, all, Rubber-tired
 Screed Operator
 Shovels (under 3 yds.)
 Trenching machines (7 ft. depth & over)
 Tug Boat Operator
 Vactor Guzzler, Super Sucker

HVY-HWY OE - GROUP "7":

	<u>6-1-06</u>	<u>6-1-07</u>	<u>6-1-08</u>	<u>6-1-09</u>
		(\$.65*)	(\$.80*)	(\$.75*)
ZONE 1:	\$ 24.39	\$ 25.04	open	open
ZONE 2:	\$ 26.39	\$ 26.04		

Backhoe (over 110,000 gw)
 Backhoes & Hoe Ram (3 yds & over)
 Blade (finish & bluetop), automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic
 Cableway Operators
 Concrete Cleaning / Decontamination Machine Operator
 Cranes (45 tons to 85 tons), all attachments incl. Clamshell and Dragline
 Derricks & Stifflegs (65 tons & over)
 Elevating Belt (Holland Type)

H.D. Mechanic

H.D. Welder

Heavy Equipment Robotics Operator
 Hydraulic Platform Trailers (Goldhofer, Shaurerly and similar)
 Loader (360 degrees revolving Koehring Scooper or similar)
 Loaders (overhead & front-end, over 8 yds. to 10 yds.)
 Master Environmental Maintenance Technician
 Rubber-tired Scrapers (multiple engine with three or more scrapers)
 Shovels (3 yds. & over)
 Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 psi)
 Vacuum Blasting Machine Operator
 Whirleys & hammerheads, ALL

HVY-HWY OE - GROUP "8":

	<u>6-1-06</u>	<u>6-1-07</u>	<u>6-1-08</u>	<u>6-1-09</u>
		(\$.65*)	(\$.80*)	(\$.75*)
ZONE 1:	\$ 25.49	\$ 26.14	open	open
ZONE 2:	\$ 27.49	\$ 28.14		

Cranes (85 tons & over) and ALL climbing, overhead, rail & tower. All attachments incl.
 Clamshell, Dragline
 Driller Licensed
 Helicopter Pilot
 Loaders (overhead and front-end, 10 yds. & over)

BOOM PAY: (All Cranes, including Tower)

(A)	180' to 250'	\$.30	<u>\$.50</u> over scale
(B)	Over 250'	\$.60	<u>\$.80</u> over scale

***NOTE: The calculation for Boom Pay on Tower Cranes shall be the triangular measurement from the base of the Tower to the Tip of the jib (the hypotenuse of the triangle). ***

HAZMAT: Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 / hour above classification.

FOREMAN: Shall be paid one dollar (\$ 1.00) per hour over the scale of the highest scale supervised.

GENERAL FOREMAN: Shall be paid one dollar (\$1.00) per hour over the Foremen's scale.

THE PARTIES SHALL MEET TO NEGOTIATE A RATE FOR ANY NEW MACHINE NOT CLASSIFIED ABOVE.

FRINGE BENEFITS

	<u>6-1-06</u>		<u>6-1-07</u>		<u>6-1-08</u>		<u>6-1-09</u>
HEALTH & SECURITY	\$ 5.15	(+.15)	\$ 5.30		open		open
PENSION	\$ 2.75	(+.50)	\$ 3.25	(+.50)	\$ 3.75	(+.50)	\$ 4.25
APPRENTICESHIP & TRAINING	\$.42	(+.05)	\$.47	(+.03)	\$.50		\$.50
TOTAL:	\$ 8.32		\$ 9.02		*		*

Deduct from net wages:

UNION PROGRAMS	(\$.04)	(\$.20)
WASH. STATE BLDG. TRADES	(\$.01)	(\$.01)
SCHOLARSHIP	(\$.01)	(\$.01)

APPRENTICE RATES

FIELD MECHANICS, CONSTRUCTION EQUIPMENT OPERATORS

BASED RATE GROUP 6: \$24.77

		<u>6-1-06</u>	<u>6-1-07</u>	<u>6-1-08</u> TBD	<u>6-1-09</u> TBD
65%	0-1000 Hours	\$15.68	\$16.10		
70%	1001-2000 Hours	\$16.88	\$17.34		
75%	2001-3000 Hours	\$18.09	\$18.58		
80%	3001-4000 Hours	\$19.30	\$19.82		
85%	4001-5000 Hours	\$20.50	\$21.05		
90%	5001-8000 Hours	\$21.71	\$22.29		

***AT NO TIME WILL AN APPRENTICE WAGE EXCEED A JOURNEYMANS WAGE
PERFORMING THE SAME WORK***

APPRENTICESHIP RATIOS

HEAVY DUTY MECHANIC REPAIRMEN:

An employer employing one (1) or more journeymen in the trade of Heavy Duty Mechanic Repairman at the job site may employ (1) Apprentice; and one (1) additional Apprentice shall be employed thereafter for each five (4) journeymen employed at the job site or shop.

CONSTRUCTION EQUIPMENT OPERATOR:

An employer employing one (1) or more journeymen in the trade of construction equipment operator at the job site may employ (1) Apprentice; and one (1) additional Apprentice shall be employed thereafter for each five (4) journeymen employed at the job site.

FRINGE BENEFITS: Apprentices will receive the same fringe benefits as journeymen.

DISPATCH POINTS - LOCAL #370

SPOKANE P.O. Box #3386
(509) 624-5365

Spokane, WA 99220-3386

PASCO 2015 W. Yakima
(509) 545-1811

Kennewick, WA 99336

**SCHEDULE A-II
OPERATING ENGINEERS LOCAL #370
SHOP PERSONNEL
95%**

<u>CLASSIFICATION</u>	<u>6-1-06</u>	<u>6-1-07</u>	<u>6-1-08</u>	<u>6-1-09</u>
		<u>(\$.65*)</u>	<u>(\$.80*)</u>	<u>(\$.75*)</u>
Heavy Duty Mechanic	\$ 22.2	\$ 23.79	open	open
Welder	\$ 22.25	\$ 23.79		
Machine Tool Operator	\$ 22.25	\$ 23.79		
Service Oilier	\$ 21.85	\$ 23.11		
Mechanic's Helper	\$ 20.38	\$ 21.56		

HOURS OF WORK AND OVERTIME

It is mutually agreed that the hours of work shall be eight (8) hours per day, five days per week, Monday through Friday. All work performed in excess of eight (8) hours per day or on Saturdays, except for makeup days, shall be at one and one-half (1-1/2) times the basic rate of pay. All work performed on Sundays or holidays shall be paid at double the straight time rate. The recognized holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday and Saturday thereafter, and Christmas Day.

COVERAGE

It is mutually agreed that when men employed in these shops are required to transfer their activities to the site of a construction job for the Employer their wages and working conditions shall be governed by the Heavy and Highway Construction Agreement in effect in the area at the time.

This clause shall not apply when employee's shift starts and ends at the shop, and when he uses employer's transportation to and from the job site.

All provisions of Fringe Benefits scheduled are applicable to this Schedule.

APPRENTICE ~ SHOP MECHANIC

BASED RATE: \$23.79

		<u>6-1-06</u>	<u>6-1-07</u>	<u>6-1-08</u>	<u>6-1-09</u>
65%	0-1000 Hours	\$ 14.46	\$ 15.46	TBD	TBD
70%	1001-2000 Hours	\$ 15.58	\$ 16.65		
75%	2001-3000 Hours	\$ 16.69	\$ 17.84		
80%	3001-4000 Hours	\$ 17.80	\$ 19.03		
85%	4001-5000 Hours	\$ 18.91	\$ 20.22		
90%	5001-8000 Hours	\$ 20.02	\$ 21.41		

**SCHEDULE A-III
BUILDING CONSTRUCTION - WAGE RATES**

Group "0"	\$ 20.44	\$ 22.44	\$ 20.84	\$ 22.84
Group "1"	\$ 20.99	\$ 22.99	\$ 21.39	\$ 23.39
Group "2"	\$ 21.31	\$ 23.31	\$ 21.71	\$ 23.71
Group "3"	\$ 21.92	\$ 23.92	\$ 22.32	\$ 24.32
Group "4"	\$ 22.08	\$ 24.08	\$ 22.48	\$ 24.48
Group "5"	\$ 22.24	\$ 24.24	\$ 22.64	\$ 24.64
Group "6"	\$ 22.52	\$ 24.52	\$ 22.92	\$ 24.92
Group "7"	\$ 22.79	\$ 24.79	\$ 23.19	\$ 25.19
Group "8"	\$ 23.89	\$ 25.89	\$ 24.29	\$ 26.29

~~All Groups listed above include the same job titles as listed in "Schedule A" wage rates, heavy-highway.~~

**SCHEDULE B
OPERATING ENGINEERS LOCAL 370
TRUST FUNDS**

SECTION 1. HEALTH & SECURITY PROVISION: In addition to the wage rates listed in Schedule A, the Employers shall pay into a Health and Security Fund known as the "Operating Engineers Local 370-AGC Trust Fund", effective June 1 2007, five dollars and thirty cents (\$5.30); per compensational hour worked for all employees covered by this Agreement dated June 1 2007. Such payments shall be made monthly on or before the 15th of the month following that for which contributions are being made and shall be deposited in a delegated Bank or Banks in accordance with the negotiated Trust Agreement dated August 15, 1954, between the Inland Northwest Associated General Contractors and Local 370 of the International Union of Operating Engineers and the individual members thereof. The Trust Agreement as amended shall be attached to and become a part of this Agreement.

SECTION 2. RETIREMENT PROVISION: In addition to the wage rates listed in the Schedule A, the Employers shall pay into a Retirement Trust Fund known as the "Engineers Local 370-AGC Retirement Trust of the Inland Empire", effective June 1 2007 Three dollars and twenty five cents (\$3.25) per compensational hour worked for all employees covered by this Agreement dated June 1 2007. Such payments shall be made monthly on or before the 15th of the month following that for which contributions are being made and shall be deposited in a delegated bank of banks in accordance with the negotiated Trust Agreement dated June 1, 1964, between the Inland Northwest Associated General Contractors of America and Local 370 of the International Union of Operating Engineers. The Trust Agreement as amended shall be attached to and become a part of this Agreement.

SECTION 3. APPRENTICESHIP & TRAINING PROVISION: In addition to the wage rates listed in Schedule A, the Employers shall pay into an Apprenticeship and Training fund known as the "Inland Empire Employers and Operating Engineers

Journeyman Training Trust Fund", effective June 1 2007, **forty-seven cents (\$0.47)** per compensable hour worked for all employees covered by this amended agreement dated **June 1 2007**. Such payments shall be made monthly on or before the 15th of the month following that for which contributions are being made and shall be deposited in a delegated Bank or Banks in accordance with the negotiated Trust Agreement dated August 26, 1965, between the Inland Northwest Associated General Contractors of America and Local 370 of the International Union of Operating Engineers and the individual members thereof. The Trust Agreement as amended shall be attached to and become a part of this Agreement.

SECTION 4. WORKING DUES CHECK OFF: Effective June 1 2007, in accordance with the terms of an individual and voluntary written authorization for check off of membership dues in form printed by the provisions of Section 302(C) of the Labor Management Relations Act, as amended, the Employer agrees to deduct for working dues an amount or percentage per compensable hour of wages once each week, which in the future will be authorized by the membership of Local 370. All monies collected for working dues by the Employer shall be paid to the agent of Local 370, namely: Local 370 Operating Engineers - Construction Employers' Trust Fund, c/o Farmers & Merchants Bank, P. O. Box 14858, Spokane, Washington 99214. The working dues that are deducted shall be paid monthly by the 15th of the month following the month in which they were deducted.

SECTION 5. In order to eliminate onerous book and record keeping burdens on the Employers, parties hereto, said Employers would make contributions to each of the funds by means of one check and one report to include all funds. Pro-rata cost of the report forms will be paid by the funds equally. The Fund Administrator and the depository bank working jointly will distribute the contributions as outlined in the report and this Article.

SECTION 6. In the event the Employer fails to make the required monetary contributions in conformity with Sections 1, 2, and 3 of this Article, the Union shall take any economic action necessary to insure the proper collection of these contributions. Trustees, who are appointed by virtue of the Trust Documents that are part of this Agreement, may assess interest, penalties and collection costs as outlined in the Trust Documents.

SECTION 7. If Local 370 has entered into a reciprocity agreement with a sister local outside the jurisdiction of this Agreement, providing that an employer covered by this Agreement may bring its key employees with it into Local 370's jurisdiction, said Employer shall be permitted to make contributions to the AGC sister local trust fund on behalf of its key employees. In the event the total contributions under this Agreement are higher than the total AGC sister local contribution rate, the difference shall be paid to the employee as part of his wages.

**SCHEDULE C
OPERATING ENGINEERS LOCAL 370
HIRING HALL RULES**

It is hereby agreed by and between the Inland Northwest Associated General Contractors, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 370, hereinafter referred to as the Union, that the Operating Engineers hiring hall procedure as outlined in schedule C of the Collective Bargaining Agreement shall be amended for a period commencing **JUNE 1, 2007, to May 31, 2010**, as follows:

Section 1.

Employers shall hire qualified Operating Engineers by calling the Union. Whenever the Employer requires Operating Engineers on the job, he shall notify the local union office either in writing or by telephone, or in person stating the location, starting time, approximate duration of the job, the type of work to be performed, the number of Operating Engineers required and the equipment to be operated, and whether the work is covered by the master agreement or private commercial, industrial, and residential addendum.

If the Employer and/or the employee breaches any of the rules contained herein, the Employer and employees shall be liable for a day's pay for each day of violation and said amount shall be payable to the Union. It shall be a violation of these rules if the Employer does not request its operators from the hiring hall and/or if the employee goes to work for an employer without a dispatch.

If the hiring hall cannot provide the required number of qualified minority Operating Engineers, the Employer shall be free to seek minority Operating Engineers from the other sources.

Section 2.

This hiring procedure shall not be interpreted in any manner to limit an Employer's right to transfer his Operating Engineer employees between his projects within the area covered by the jurisdiction of Local 370.

Section 3.

Employees covered by this Agreement have certain accrued right or benefits for themselves and their dependents under health and welfare and pension plans which accrue to them by virtue of length of employment with Employers party to this Agreement and such right are generally continuous while under employment and remain effective until a certain period of time after layoff or discharge.

Priority rights mean the right accruing to employees, hereafter provided in this Agreement through length of service with Employers party to this Agreement which will entitle the Operating Engineers to a priority of preference of rehire after termination or layoff.

All classes of Operating Engineers shall be hired and/or rehired in accordance with length of service with Employers in the collective bargaining unit as follows:

"A" List:

The "A" List shall consist of Operating Engineers who are either on the "A" List or qualified for "A" List as of June 1, 2007, or who have worked 500 hours or more for an Employer or Employers, (as hereinafter defined) during the preceding two years prior to the employee's registration date.

"B" List:

Operating Engineers who have been employed by an Employer or Employers, (as hereinafter defined), who have worked for any such Employer or Employers for an aggregate time of less than 500 hours, but 100 hours or more shall be registered on the appropriate registration list of the "B" List.

"C" List:

All applicants who pass a minimum standard test in categories established by the 370 Training Trust, or who can verify journeyman status in another local of the I.U.O.E.

"D" List:
(Old C-list language)

All other applicant Operating Engineers for employment.

- (A) The Union shall make up and prepare the roster for preference of rehire by grouping all Operating Engineers who come within the above classifications and shall utilize the health and welfare and pension records in establishing the roster.
- (B) "Employers" under this paragraph mean (1) any Employer party to this Agreement; (2) any Employer who employs Operating Engineers and is a contributing Employer within the meaning of the health and welfare and pension plans.

Section 4.

- (A) Registration or re-registration of applicant for employment shall be accepted by the Union at any time during its customary office hours. All applicants shall be registered in the order of time and date of registration.
- (B) To remain on a registration list, an applicant for referral must renew his registration in person, by mail, by fax, or by email each month. If an applicant is required to pay a work registration fee, the applicant must renew his/her registration in person or by mail each month.
- (C) There shall be four (4) groupings on the out-of-work list. All Operating Engineers with accrued rights shall be registered on either the "A" List or "B" List, and all other Operating Engineers who are qualified, but without accrued rights, shall be registered on the "C or D" List.

- (D) Each applicant for employment shall be required to furnish such data, records, names of Employers and length of employment and licenses as may be deemed necessary, and each applicant shall complete such forms of registration as shall be submitted to him/her. Applicants for employment shall also list any special skills they may possess.
- (E) An applicant looking for work shall be permitted to register on all out-of-work lists maintained by Local 370 as long as the applicant is ready and available for work.
- (F) An applicant with accrued rights found to be working as an Operating Engineer in the construction or related industry and still on the out-of-work list will be removed from the list.
- (G) It is the responsibility of an applicant to furnish the dispatch office with telephone numbers for contact purposes. If an applicant does not have a telephone where they can be contacted, they will be required to contact the dispatch office each day.
- (H) An applicant called for work who cannot be contacted (no telephone recorder, a disconnected telephone, a mobile phone or pager, voice mail, out of town) will, after two (2) attempts in one (1) month period, be removed from their place on the out-of-work list and placed on the bottom of the appropriate list. ~~(delete) When an applicant has been removed from the out-of-work list as provided, they shall then be notified via certified mail. Notification shall be sent to the applicant's last known address. If an applicant registers on the out-of-work list again, their name shall then be placed on the list as of the date the applicant notifies the appropriate dispatch office.~~
- (I) ~~(delete I) When an applicant has been removed from the out-of-work list as provided in Rule (H), they shall be so notified. When the applicant registers again, their name shall be placed on the bottom of the appropriate out-of-work list.~~

Section 5.

- (A) Upon the request of an Employment for Operating Engineers, the Union shall refer qualified and competent registrants to that Employer in sufficient number required by the Employer in the manner and under the conditions specified in this Agreement from the list in the following order of referral:
 - (1) The applicants shall be referred from "A" List in successive order as their names appear on the out-of-work list, and when "A" List has been exhausted,
 - (2) Then applicants from "B" List in successive order as their names appear on the out-of-work list, and when "B" List has been exhausted,
 - (3) Then applicants from "C" List in successive order as their names appear on the out-of-work list, and when "C" List has been exhausted,
 - (4) Then applicants from "D" List in successive orders as their names appear on the out-of-work list.

- (B) **Requests Recalls** by an Employers ~~to recall~~ **for** a particular Operating Engineer, including apprentices, previously employed by the Employer who have been laid off or terminated by the Employer within three (3) years previous to the request, shall be honored without regard to the requested Operating Engineer's place on the out-of-work lists so long as the applicant is properly signed up on the out-of-work list. ~~The Employer shall confirm the request in writing.~~

- (C) It is understood that when an outside Employer comes into the jurisdiction of Local 370 for the first time, the following shall be adhered to:

The Employer and the Union shall mutually agree on a reasonable number of Operating Engineers to be brought into the territorial jurisdiction covered by this Agreement for each job.

Each Operating Engineer hired under this section shall report to the dispatch office for referral slip. All replacement of working personnel shall be dispatched in the regular manner.

- (D) Any applicant who is rejected by the Employer shall be restored to his place on the appropriate out-of-work list for his group. When a registrant is referred of employment and is actually employed on a job for more than 15 days in any thirty (30) calendar day period, or is discharged or quits anytime after referral when continuing work is available, such registrant's name shall be placed on the bottom of the appropriate out-of-work list when employment terminates, the Operating Engineer shall be registered on the bottom of the appropriate group list on which he is entitled to be registered. If an applicant works on a job of short duration (fifteen (15) calendar days or less), they will not lose his/her original place on the appropriate out-of-work list unless he/ she has voluntarily quit. An applicant who refuses a job call for whatever reason, except for illness or hardship, or who does not return messages twice in the same month, will be removed from the applicant's position on the out-of-work list and placed at the bottom of the appropriate list. The Union may request a doctor's certification of such illness. Any applicant who desires to remain on the out-of-work list but has a doctor's medical hold may not hold for more than six (6) months.

An applicant who has been dispatched to the job at the classification they register under and certifies to be qualified to do and who is discharged for cause two (2) times in a twelve (12) month period may be required to have their case reviewed by the Joint Hiring Hall Board. Any members desiring to change their work card may do so if they are upgrading their skills at any time. If they desire to put restrictions or delete skills or add previously deleted skill, they may do so only one time per year.

Dispatch hours shall be between 8:00 a.m. and 5:00 p.m.

- (E) In the event that the referral facilities maintained by the Union are unable to fill the requisition of an Employer for Operating Engineers within forty-eight (48) hours after such requisition is made by the Employer (Saturdays, Sundays and holidays excluded), the Employer may employ applicants directly at the job site. In such and event, the Employer will notify the Union of the names, social security number, and the dates of such hiring within fort-eight (48) hours.

- (F) Any person failing a substance abuse test will not be allowed to sign the out-of-work list in Local 370's jurisdiction for a 30-day period. After 30 days, they will be placed on the bottom of the list they qualify for when they sign back in.

Any person failing a second substance test will be denied further use of all hiring hall facilities throughout Local 370's jurisdiction for 30 days. Hiring hall privileges will then only be restored after: (1) The applicant has successfully completed a state certified drug alcohol program, or (2) the applicant has been released for employment purposes by a certified counselor and continues to remain free of all prohibited substances as defined in the AGC Labor Substance Abuse Program.

- (G) The referral procedure as contained herein shall be followed except that:

- (1) Requests by Employers for Operating Engineers on the "A" List shall be honored without regard to the requested Operating Engineer's place on the out-of-work list. In order of an applicant to be referred by name, the applicant must be on the "A" List. The request for an applicant will only be honored if the applicant is legally signed on the out-of-work list. The Employer shall confirm the request in writing.

In an emergency or if the Union office is closed, the Employer is allowed to call to work an employee if the employee has worked for the Employer during the preceding thirty (30) days and if the Employer contacts the Union office and requests the employee by 2:00 p.m. of the next day that the Union office is open.

Any Operating Engineer dispatched, as an owner-operator request shall be subject to recall on his own equipment only.

- (2) **It shall not be a violation of these Hiring Hall rules for an existing employee of a signatory contractor who joins the Operating Engineers from another craft to be issued a dispatch without going through the regular hiring hall procedures.**

- (3) To maintain a pool of temporary helpers, in the best interests of the industry, requests by Employers for particular temporary help with no priority shall be honored without regard to the requested Operating Engineer's place on the out-of-work list; provided that such temporary help occupy the status of students seeking temporary employment from May 15 through September 15; and provided further, that any dispute arising out of such request be referred to the Joint Hiring Committee in accordance with the provisions of Section 8. A decision of the dispatching agent in referring registrants is appeal able to the Joint Hiring Committee as herein provided.

- (H) Where Employers engage in a joint venture, Operating Engineers employed by any of the joint ventures may be transferred to the job or called for by name if the requirements of 1 and 2 (G) have been met by any of the joint ventures.

- (I) If an Employer controls or holds common ownership of separate corporations, the Employer is considered the Employer for the purpose of transferring Operating Engineers to and from such corporation payrolls.

Section 6.

The Union and the Employers agree that the referral of Operating Engineers shall be on the following basis:

- (A) There shall be no unlawful discrimination by the Employer of the Union in regard to hiring, tenure or discharge of any employee and any requirements pertaining to membership or non-membership in any Union shall be in accordance with the National Labor Relation Act of 1947, as amended, any Federal or State laws and/or directives governing hiring procedures.
- (B) The Employer retains the right to reject any job applicant referred by the Union.
- (C) The Union and the Employer shall post, in places where notices to all employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring provisions of this Agreement.

Section 7.

- (A) All employees covered by this Agreement shall be required as a condition of employment, to apply for and become members of, and to maintain membership in, the Union within eight (8) days following the beginning of their employment or the effective date of this clause, whichever is later. This clause shall be effective on July 8, 1965, and shall be enforceable to the extent permitted by law.
- (B) The Union recognizes its obligation and therefore assumes full responsibility to every employee discharged under the provisions of the paragraph section 7 (A) as a result of written request from the Union to the Employer.

Section 8.

The parties to this Agreement shall create a Joint Hiring Committee composed of an equal number of Employer and Union representatives to supervise and control the operation of the job referral system herein. The Joint Hiring Committee is empowered:

- (A) To establish any and all rules and regulations from time to time that it deems advisable to the operation of this job referral plan.
- (B) To properly post all rules and regulations relating to the functioning of the referral plan together with provisions of this Agreement as set out in Section 6 of the Union dispatch office and at the Employer's office.
- (C) To hear and determine any and all disputes or grievances arising out of work registrations, work referrals, and the preparation of the referral registration lists. Any applicant or registrant shall have a right of appeal of any dispute or grievance arising out

of and relating to the operation of functioning of the job referral plan to the Joint Hiring Committee.

- (D) All disputes or grievances of whatever nature must be submitted to the Joint Hiring Hall Board in writing within ten (10) days of the alleged dispute or grievance. The Joint Board will meet within thirty (30) days of said dispute or grievance and will make a determination at that time. Copies of all disputes and grievances must be submitted in triplicate. One copy is mailed to I.U.O.E. Local 370, P.O. Box 3386, Spokane, Wa. 99220, and one copy to the Associated General Contractors, Inland Empire Chapter, P.O. Box 33266, Spokane, Wa. 99220.
- (E) The Joint Hiring Committee shall provide in the rules and regulations of the job referral for and appeal to and impartial umpire whenever the Joint Hiring Committee reaches a deadlock over a dispute. The impartial umpire shall be designated by mutual agreement of the parties. The authority of the impartial umpire shall be limited to the interpreting and applying and the rules and regulations of the Joint Hiring Committee. All decisions of the Joint Hiring Committee of the impartial umpire shall be final, binding, and conclusive on all parties including applicants. Applicants are required to exhaust the procedures outlined herein prior to the commencement of any NLRB or civil proceedings.
- (F) If any questions arise as to the qualifications and competency of an applicant, the Joint Hiring Committee shall make the determination. Such determination shall be fair and impartial, without regard to applicant's membership or non-membership in the Union.

Section 9.

Either party to this Agreement shall have the right to reopen negotiations pertaining to the Union recognition and hiring procedures by giving the other party thirty (30) days written notice when there is reason to believe that the laws pertaining hereto have changed by Congressional Amendments, government regulations, or court decisions.

Section 10. APPRENTICESHIP HIRING HALL RULES

- (A) Apprentices indentured to the Western States Operating Engineers Institute of Training shall accumulate no rights under this hiring procedure until they have satisfactorily completed their apprenticeship. Any Apprentice having been canceled or who has dropped out of the program of their own accord, shall not be permitted to register for employment nor be dispatched as a journey level operator by the Local Union for a period of two (2) years after cancellation. At completion of the apprenticeship, each apprentice, now a journeyman Operating Engineer, will be credited with all rights equal to a journeyman's rights based on the hours worked as an apprentice.
- (B) A request for an apprentice will be honored only if the apprentice is legally signed on the out-of-work list and has worked for an Employer within the past three (3) years.
- (C) All dispatches of apprentices shall be through the Apprenticeship office. The apprentices will be required to sign in monthly to maintain their place on the out-of-work list on the same fashion as journeymen Operating Engineers.

- (D) An apprentice found to be working as an Operating Engineer in the construction field or related industry and still on the out-of-work list may be removed from the list.
- (E) It is the responsibility of the apprentice to furnish the dispatch office with a telephone number or contact information. If an apprentice does not have a telephone where they can be contacted, the apprentice will be required to contact the dispatch office once per day, before 9:00 a.m. and/or before 2:00 p.m.
- (F) An apprentice called for work who cannot be contacted (no telephone recorder, a disconnected telephone, a mobile phone or pager, voice mail, out of town) will, after two (2) attempts in one (1) month period, be removed from their place on the out-of-work list. When an apprentice has been removed from the out-of-work list as provided, they shall then be notified via certified mail. Notification shall be sent to the apprentice's last known address. If an apprentice registers on the out-of-work list again, their name shall then be placed on the list as of the date the apprentice notifies the appropriate dispatch office. (change to match 370 rules section 4 (h)).
- (G) An apprentice who refuses a job call for whatever reason (except illness) or who does not return messages twice in the same month, will be removed from the apprentice's position on the out-of-work list and placed at the bottom of the list. If an apprentice refuses a job call for reasons of illness, the Joint Apprenticeship and Training Trust (JATT) committee will request a doctor's certification of such illness. Any apprentice who desires to remain on the out-of-work list, but has a doctor's medical hold, must provide a doctor's release for work before they can be dispatched. A medical hold must not extend for more than six (6) months.
- (H) On jobs of short duration, or to finish existing jobs, the apprentice will be allowed fifteen (15) calendar days without losing their original place on the out-of-work list.
- (I) To provide for apprentices receiving the maximum amount of training on a variety of equipment, the apprenticeship coordinator has the authority to pierce the list and/or assign or reassign apprentices to different employment.
- (J) All disputes or grievances of whatever nature must be submitted to the Western States Operating Engineers Institute of Training in writing within ten (10) days from the date of the alleged dispute or grievance. At the next scheduled meeting of the JATC, a determination will be made on the dispute or grievance.

SCHEDULE D OPERATING ENGINEERS WORK RULES

1. When management deems an Oiler or Assistant to the Operator is necessary on any piece of equipment, that individual shall be a member of the Operator's union.

Operators or Oilers, in addition to duties as available, may be assigned to other classifications on an intermittent basis in the immediate area.

2. Crews on portable crushers with three or more units shall consist of a crusher operator, feederman (if required) and Oiler. Additional workmen required in the operation and maintenance of conveyors, crushers and/or any component part of the machine, shall be members of this craft.
3. Servicing and repairing of miscellaneous equipment compressors, pumps, welding machines, tuggers, light plants, etc. is recognized as within the jurisdiction of the Operating Engineers Union. (Subject to Memorandums of Understanding).
4. Barge crews shall be Operating Engineers.
5. Any employee working any portion of a shift in a higher rated classification shall receive the higher rate in one (1) hour increments with minimum of one (1) hour. An employee will be notified before a reduction is made to a rate lesser than his dispatch rate.
6. Heavy duty repairmen shall furnish their own hand tools in good repair. The Employer agrees to furnish all special tools when needed such as metric tools, pin presses, spanner wrenches, impact wrenches (air or electric), all pullers, drills, reamers, tips and dies, gauges, torches, tips, box wrenches and sockets over 1 ½ inches, twenty-four inch (24") and larger pipe wrenches, and all tools and sockets requiring over ¾ inch drive. The contractor shall furnish a safe dry place for storing Mechanic's tools. Service Oilers shall not be required to furnish tools.
7. The contractor will replace mechanics' tools if damaged or lost by fire or flood or forced entry robbery while on the contractor's project or premises. It shall be the employee's responsibility in order to be covered by this provision to provide the contractor with a signed list of the actual, true and current inventory of tools which are exposed to the hazard.

It is understood that if a mechanic damages a tool under normal use and if the tool guarantee does not cover the replacement, then the contractor will replace the tool. It is further understood this replacement obligation does not cover the gross negligence of an employee by virtue of his not giving his tools proper care, deliberately abusing the tool, or the tool is of such ancient vintage that it will not stand up under normal usage.

It is further understood that all tools will be replaced "in kind" if possible, or if impossible due to availability, this replacement will be of equal value.

8. Operating Engineers shall not be required or permitted to furnish their own transportation or welders on the job site.
9. All Operators and Oilers on rental equipment within the jurisdiction of this Agreement shall be permitted to move from job to job as directed by the renter.
10. On single shift work when overtime work is contemplated with a certain machine before or after a regular shift or an overtime day, the Operator and/or Oiler regularly assigned to such machine shall be given preference to perform such work, provided the regular Operator is competent to perform such work.

11. Side curtains, umbrellas, canopies, cabs and heaters, when applicable, or fans (summer and winter), will be furnished to protect employees during appropriate periods of weather. Side curtains damaged willfully by negligence shall be subject to replacement by employee's concerned, fair wear and tear excepted. Adequate fenders, windshields, and/or splashboards will be provided on rubber-tired scrapers. Cab and heater will be required on motor patrols from October 15 through March 31. Seats and standards manufacturer's padding, doors, window glass, and windshields shall be maintained in good repair and workable order.

After notification to a contractor to comply with Rule 11 on Schedule D and said Contractor refuses to abide, the Union may refuse to man the particular machine or machines involved.

12. In the event any Operator on any project believes that signals given to him by a Signalman or Foreman are dangerous beyond the capacity of the machine or are likely to endanger the lives of other workmen, he may refuse to obey such signals or orders provided he communicates with the Signalman or Foreman and explains the circumstances. The Operator who refuses to obey such signals or orders shall not be subject to discharge because he refuses to obey such signals or orders or to work in unsafe places or with unsafe equipment.
13. **FOREMAN:** When in the employer's opinion the work is sufficient to require the services of a Foreman, such Foreman shall be qualified to supervise such work as may come under the scope of the agreement and shall be a member of the union.
14. **GENERAL FOREMAN:** When in the employer's opinion the work is sufficient to require the services of a General Foreman, such General Foreman shall be qualified to supervise such work as may come under the scope of the agreement and shall be a member of the union.

SUBSTANCE ABUSE PROGRAM

Available upon request